

DRAFT
AMENDMENT TO MASTER AGREEMENT
BETWEEN CITY OF SUNNYVALE AND UNION BANK
FOR CUSTODY SERVICES

This Amendment to Master Agreement, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and UNION BANK OF CALIFORNIA N.A. ("BANK").

WHEREAS, CITY, on July 20, 2000, sent a Request for Proposal (RFP No. F0007-07) ("RFP"), hereby incorporated by reference, to various banks for custody services for a period of at least three (3) years; and

WHEREAS, in August 2000, CITY received responses for custody services and the proposals were evaluated by the CITY staff; and

WHEREAS, CITY wishes to contract with a bank having experience as an independent agent to safekeep, clear, and report investments to ensure the protection of CITY's security interest in portfolio investments; and

WHEREAS, BANK is willing to enter into a contract with CITY to provide professional custodial services in accordance with this Agreement; and

WHEREAS, it was recommended that the City Council of CITY award a five-year agreement to BANK to provide custody services to CITY; and

WHEREAS, on January 30, 2001, the City Council of CITY approved such recommendation; and

WHEREAS, CITY is willing to appoint BANK as its agent to act as custodian of cash, securities, and other property which may be deposited by CITY with BANK from time to time;

WHEREAS, it was recommended that the City Council of CITY authorize a one-year extension of the agreement for BANK to provide custody services to CITY; and

WHEREAS, on _____, the City Council of CITY approved such recommendation;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AMENDMENT TO MASTER AGREEMENT:

1. Section 1 as set forth in the original agreement is deleted and replaced with the following:

Section 1. TERM OF AGREEMENT BANK shall serve as CITY's agent to act as custodian for a period of ten (6) years, commencing January 1, 2001, and ending December 31, 2006.

2. The first sentence in Section 9 as set forth in the original agreement is deleted and replaced with the following:

Section 9. COMPENSATION AND OTHER CHARGES BANK fees as agent shall be based on the fee schedule included in Section I, hereby incorporated by reference, of BANK's response to CITY's Request for Proposal dated August 14, 2000 and will be guaranteed for six years, commencing January 1, 2001 through December 31, 2006.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

UNION BANK OF CALIFORNIA N.A.
("BANK")

By _____
City Attorney

By _____

Name and Title

By _____

Name and Title